

DEPARTMENT OF SOCIAL SERVICES

744 P Street, Sacramento, California 95814



May 19, 2000

ALL-COUNTY LETTER NO. 00-34

TO: ALL COUNTY WELFARE DIRECTORS
ALL IHSS PROGRAM MANAGERS

REASON FOR THIS TRANSMITTAL

- ☐ State Law Change
- ☐ Federal Law or Regulation Change
- ☐ Court Order or Settlement Agreement
- ☐ Clarification Requested by One or More Counties
- ☒ Initiated by CDSS

SUBJECT: INTERAGENCY AGREEMENT REGARDING IN-HOME SUPPORTIVE SERVICES PROVIDED TO PARTICIPANTS IN THE MULTIPURPOSE SENIOR SERVICES PROGRAM

This All-County Letter (ACL) supersedes the October 15, 1986 ACL 86-100 regarding programs serving individuals in the Multipurpose Senior Services Program (MSSP) Medi-Cal Waiver. ACL 86-100 referred to the Memorandum of Understanding (MOU) between the California Department of Social Services (CDSS), In-Home Supportive Services (IHSS) and the California Department of Aging (CDA).

The purpose of this letter is to transmit an updated copy of the Interagency Agreement (IA) and also to inform the counties that there have been no substantial changes since the last MOU. The IA specifies that the order in which the programs must be utilized is IHSS and then MSSP. For example, all authorized IHSS benefits must be exhausted before additional services will be paid for under the MSSP. It is also important that funds from other programs not be used to augment IHSS provider wages.

This IA continues to formalize an ongoing agreement between CDSS and CDA in relation to MSSP program payments for provider services for IHSS recipients. The IA continues to require that CDSS waive the application of the requirements contained in Manual of Policies and Procedures (MPP) 30-763.6 in relation to MSSP payments for provider services for IHSS recipients. This section of the regulations requires County Welfare Departments (CWD) to explore and utilize alternative resources in lieu of IHSS Program funded services.

This waiver will allow MSSP to supplement their clients' IHSS awards under the following conditions:

- a. For cases currently authorized to receive the statutory maxima, CWD will not reduce the authorization of services when the MSSP grants an additional level of service over and above the IHSS maxima.
- b. For cases assessed at a level less than the maxima, the CWD will not consider additional hours authorized by MSSP as an alternative resource and will continue to authorize services at their assessed need level.

The authority for this waiver is contained in the second paragraph of Welfare and Institutions Code (W&IC) Section 9562 (b), which states:

“To the extent permitted by federal law, each department within the Health and Human Services Agency, including departments designated as single state agencies or the programs described in section 9561, shall waive regulations and general policies and make resources available which are necessary for the administration of this chapter, upon request of the agency.”

If you have any questions regarding this letter, please contact Alan Stelmack, Chief, Adult Programs Branch at (916) 229-4583.

Sincerely,

***Original Document Signed By
Donna L. Mandelstam on 5/19/00***

DONNA L. MANDELSTAM
Deputy Director
Disability and Adult Programs Division

Attachment

MEMORANDUM OF UNDERSTANDING (MOU)
Between
The California Department of Social Services (CDSS)
And
The California Department of Aging (CDA)

This MOU is entered into by and between the California Department of Aging, hereinafter referred to as CDA, and the In-Home Supportive Services (IHSS) Program of the California Department of Social Services, hereinafter referred to as CDSS.

1. PURPOSE

The purpose of this MOU is to formalize an agreement between CDA and CDSS regarding IHSS provided to participants in the Multipurpose Senior Services Program (MSSP) Medi-Cal Waiver Program.

CDSS and CDA agree that in the administration of the IHSS Program, County Welfare Departments (CWDs) shall not apply Manual of Policies and Procedures Section 30-763.6 in relation to services provided to eligible persons who are also MSSP clients. Specifically, services provided under the MSSP will not be treated as “alternative resources” for the recipient. IHSS benefits shall not be denied or reduced because an individual is eligible for or is receiving services under this program.

This waiver will allow MSSP to supplement their clients’ IHSS awards under the following conditions:

- a. For cases currently authorized to receive the statutory maxima, the CWD will not reduce the authorization of service when the MSSP grants an additional level of service over and above the IHSS maxima;
- b. For cases assessed at a level less than the maxima, the CWD will not consider additional hours authorized by the MSSP as an alternative resource and will continue to authorize services at their assessed need level.

The waiver of this regulation is necessary because MSSP staff, whose clients are the most frail of the elderly, must be able to respond quickly and to the greatest extent possible to identify client needs. To qualify for MSSP services, the recipient must be age 65 or older, eligible for Medi-Cal, and certified or certifiable for nursing facility placement.

This waiver is consistent with the general mandate for MSSP contained in the Welfare and Institutions Code (W&IC) Section 9560. The authority for this waiver is contained in the second paragraph of W&IC Section 9562(b), which states:

“To the extent permitted by federal law, each department within the Health and Human Services Agency, including departments

designated as single state agencies or the programs described in Section 9561, shall waive regulations and general policies and make resources available which are necessary for the administration of this chapter, upon request of the agency.”

The intent of the MOU is to insure that eligible individuals have access to a broad range of consistent and quality care options suited to their particular circumstances.

2. BACKGROUND

The MSSP operates under a federal waiver to provide comprehensive case management and home and community-based care to frail, elderly, Medi-Cal recipients in lieu of placement in a nursing facility or hospital. The purpose of the program is to maintain clients safely in their homes or a residential setting and to avoid more costly institutional care. Services available under the MSSP include case management, adult day care, personal care, respite care, protective services, homemaker services, minor physical adaptations to the home, communication services, and non-emergency medical transportation, etc.

CDA contracts with local public agencies and private, non-profit community-based organizations to administer these programs. There are currently 35 MSSP providers statewide.

The CDSS IHSS Program provides qualified aged, blind, and disabled persons with supportive services enabling them to remain in or return to their own homes and avoid institutionalization. IHSS is not provided to clients residing in a licensed residential care facility or an acute care setting.

There are two components of the IHSS Program, state and federal. The differences between the two components are the funding sources and the eligibility requirements. The state component is called the Residual Program, which consists of the following services: Domestic, Heavy Cleaning, Transportation, [Protective Supervision](#), Nonmedical Personal Care Services, Teaching and Demonstration, Paramedical and Respite. The federal component is called the Personal Care Services Program, which consists of the same services, [excluding Protective Supervision](#).

One of the primary goals of IHSS is to be more cost effective than institutionalization. Additionally, supportive services allow the recipient a better quality of life by: being less intrusive, allowing the privacy of being at home, and permitting greater family involvement.

3. CDSS RESPONSIBILITIES

CDSS agrees to provide information about this MOU to CWDs that administer the IHSS Program to enable them to disregard Manual of Policies and Procedures Section 30-763.6 regarding “alternative resources” in assessing IHSS applicants who are also participating in programs offered through CDA.

4. CDA RESPONSIBILITIES

CDA will notify MSSP contractors of this MOU and will inform them of the services available through the IHSS Program so that they may be better able to coordinate care for their clients.

5. JOINT RESPONSIBILITIES

It is the responsibility of CDSS and CDA to insure that County administered services provided to MSSP eligible individuals are coordinated and utilized in the sequence described below.

The MSSP requires that existing resources be fully used before services will be authorized through this program. Specifically, the MSSP requires that services available to a participant in programs under (a), (b), and (c) below must be utilized before authorizing services (d) below. While services from the respective programs are to be part of a continuum, it is important that they be used separately. For example, funds from another program are not to be used to augment IHSS provider wage rates. We hereby affirm that when the same support or services are available to MSSP participants from more than one source, said support or services shall be used in the following order:

- (a) Informal support of family, friends, other volunteers, and community services
- (b) Title XVI (SSI/SSP); Title XVII (Medicare); Title XIX (including Personal Care Services Program); and Title XX (Social Services Block Grant).
- (c) Title III (Older Americans Act)
- (d) MSSP

6. TERM

This MOU shall be effective on January 1, 2000 through December 31, 2002. This MOU will remain in effect until such time that revisions or changes are necessary or either Department decides to terminate the MOU.

7. FISCAL PROVISIONS

This is a non-financial agreement and shall not obligate the appropriation or expenditure of funds by either of the signatory agencies, any CWD, or other local agencies that may be involved.

8. GENERAL PROVISIONS

This MOU may be amended by written agreement of the parties. No alteration of the terms herein shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any party.

Agreed to:

California Department of Aging

California Department of Social Services

Date

John E. Ayson, Chief
Contracts Bureau
Date